

COTTONWOOD HEIGHTS

RESOLUTION No. 2021-45

A RESOLUTION APPROVING AN AGREEMENT FOR THE COTTONWOOD HEIGHTS ECONOMIC RESILIENCY PLAN

WHEREAS, the Wasatch Front Regional Council and the Wasatch Front Economic Development District (collectively, "*Wasatch Front*") have entered into an agreement (the "*Agreement*") with GSBS Consulting ("*GSBS*") whereunder GSBS will provide consulting and other services for the Cottonwood Heights Economic Resilience Plan (the "*Project*") pursuant to the EDA CARES Act (the "*Act*"); and

WHEREAS, Wasatch Front has provided a copy of the Agreement to the city of Cottonwood Heights (the "*City*") for the purpose of soliciting the City's approval of GSBS's qualifications, scope of work, schedule, budget, deliverables and other required performance as detailed in the Agreement; and

WHEREAS, Wasatch Front will administer the funding under the Act to compensate GSBS for its services under the Agreement; and

WHEREAS, the City's city council (the "*Council*") met in regular session on 7 September 2021 to consider, among other things, approving the Agreement as requested by Wasatch Front; and

WHEREAS, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

WHEREAS, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the City's residents to approve the Agreement as requested by Wasatch Front;

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Cottonwood Heights that the attached Agreement is hereby approved for performance by Wasatch Front and GSBS as provided therein.

This Resolution, assigned no. 2021-45, shall take effect immediately upon passage.

PASSED AND APPROVED this 7th day of September 2021.

ATTEST:

By:

Paula Melgar, Recorder



By:

Michael J. Petersen, Mayor

COTTONWOOD HEIGHTS CITY COUNCIL

VOTING:

Michael J. Peterson	Yea ☒	Nay ☐
Douglas Petersen	Yea ☒	Nay ☐
J. Scott Bracken	Yea ☒	Nay ☐
Tali C. Bruce	Yea ☒	Nay ☐
Christine Watson Mikell	Yea ☒	Nay ☐

DEPOSITED in the office of the City Recorder this 7th day of September 2021.

RECORDED this 14 day of September 2021.

WASATCH FRONT REGIONAL COUNCIL
WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT

WFRC/WFEDD CONTRACT AGREEMENT

EFFECTIVE DATE:

1. **CONTRACTING PARTIES:** This agreement ("Agreement") is between the Wasatch Front Regional Council and Wasatch Front Economic Development District, referred to as WFRC/WFEDD and the Consultant shown below, referred to as "CONSULTANT." THE LOCAL GOVERNMENT is in agreement with the CONSULTANT'S (1) executive summary, (2) detailed work plan, (3) project team / staffing plan, (4) approach, and (5) schedule.

Consultant Name:	GSBS Consulting
Address:	375 W. 200 S, Salt Lake City, UT 84101
Phone Number:	(801) 521-8600
Fed ID No:	87-0335107

2. **REASON FOR CONTRACT:** The WFRC/WFEDD desires to supplement the work of its staff by engaging additional qualified assistance to complete the work required in the suggested time frame and the CONSULTANT is professionally qualified and willing to assist the WFRC/WFEDD with the work outlined in the Attachment B. This contract is to complete work toward fulfilling the EDA CARES ACT Award for the Cottonwood Heights Economic Resiliency Plan project.
3. **PROJECT / CONTRACT PERIOD:** The project / Agreement will terminate on May 31, 2022 unless otherwise extended or canceled in accordance with the terms and conditions of this Agreement.
4. **CONTRACT COSTS:** The CONSULTANT will be compensated a maximum amount for costs authorized by the Agreement as described in Attachment C.
5. **ATTACHMENTS:** Included as part of this contract are the following attachment
Attachment A – Standard Terms and Conditions
Attachment B – Scope of Work and Services
Attachment C – Consultant Budget and Responsibilities
Attachment D – Local Government Understanding and Agreement

The parties below hereto agree to abide by all the provisions of this Agreement. IN WITNESS WHEREOF, the parties sign and cause this Agreement to be executed.

CONSULTANT

By:

Date: 7/8/2021

**WASATCH FRONT REGIONAL COUNCIL/
WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT**

By:

Date: August 11, 2021

WASATCH FRONT REGIONAL COUNCIL
WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT

CERTIFICATION OF CONSULTANT

I hereby certify that I, Christine Richman, AICP, am a duly authorized representative of the Consultant and that neither I nor the above CONSULTANT I hereby represent has:

- (a) Employed or retained for commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Agreement,
- (b) Agreed, as an express or implied condition for obtaining this contact, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
- (c) Paid, or agreed to pay to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement; except as hereby expressly stated (if any):

I acknowledge that this certificate is to be furnished to the Wasatch Front Regional Council/Wasatch Front Economic Development District, and the Economic Development Administration in connection with this Agreement if it involves participation of EDA CARES Act Grants, and is subject to applicable State and Federal laws, both criminal and civil.

7/9/2021
Date

Christine Richman
CONSULTANT TITLE

**CERTIFICATION OF THE WASATCH FRONT REGIONAL COUNCIL/WASATCH FRONT
ECONOMIC DEVELOPMENT DISTRICT**

I hereby certify that I am a duly authorized representative of the Wasatch Front Regional Council/Wasatch Front Economic Development District, and that the above CONSULTANT or its representative has not been required, directly, or indirectly as an express or implied condition in connection with obtaining or carrying out this Agreement, to:

- (a) Employ or retain, or agree to employ or retain, any firm or person, or
- (b) Pay, or agree to pay, to any firm, person, organization, any fee, contribution, donation, or consideration of any kind; except as hereby expressly stated (if any):

August 11, 2021
Date

Andrew Gruber
Andrew Gruber, Executive Director

Wasatch Front Regional Council/Wasatch Front Economic Development District

ATTACHMENT A

Standard Terms and Conditions

1. Employment of CONSULTANT.

The WFRC/WFEDD hereby agrees to engage CONSULTANT, and CONSULTANT hereby agrees to perform the services identified in Attachment A based on the budget in Attachment C.

2. Scope of Services by CONSULTANT.

Consultant shall perform these services at the direction of WFRC/WFEDD in accordance with commonly accepted professional standards and to WFRC/WFEDD's satisfaction without increase or decrease in cost or fee payable to Consultant. WFRC/WFEDD reserves the right to refine or amend these work tasks, as necessary.

3. Contract Changes.

Changes to this Contract may be made at any time with the written approval of both parties. In the event that a proposed change in scope proposed by either party will result in an increase or decrease in the agreed contract price, Consultant will notify WFRC/WFEDD before performing or amending such work. The parties will negotiate an appropriate price adjustment and will execute a modification to this contract before commencing or amending such work.

4. Project Oversight.

WFRC/WFEDD will be responsible for supervisory project management, including approval of schedules and schedule changes, approval of Consultant work, payment of invoices, and coordination with other Project participants. The WFRC/WFEDD Project Manager assigned to this Project is Marcia White, mwhite@wfr.org, (801) 556-5081.

5. Personnel.

Consultant represents that it has, or will obtain at its own expense, all personnel required to perform the services under this Agreement and all personnel engaged in the work shall be fully qualified and shall be authorized under State and local laws to perform such services.

6. Subcontractors.

Consultant shall not employ additional subcontractors in performance of this work unless approved in the agreed upon scope of work or in writing by the WFRC/WFEDD.

7. Time Performance.

The services of Consultant are to commence immediately after the execution of this Agreement and shall be completed by the date of this Agreement unless this date is extended by contract amendment. In the event Consultant's services are suspended, delayed, or interrupted for the convenience of the WFRC/WFEDD, no additional cost shall accrue and no additional compensation shall be made as a result of such suspension, delay or interruption.

8. Compensation.

It is hereby understood and agreed that CONSULTANT will complete the scope of work in Attachment B for a lump sum of \$16,100.

9. Method of Payment.

Consultant shall submit an electronic copy of the monthly invoice to WFRC/WFEDD project Economic Resiliency Plan, Cottonwood Heights, mwhite@wfr.org. For all services and materials pertinent hereto, CONSULTANT shall

bill WFRC/WFEDD monthly for the completed percentage of the tasks outlined in the scope of work within 30 days of the last day of the work period. All invoices must be numbered, and must be submitted with a monthly progress report outlining the deliverables and tasks completed to the invoice. Invoices must identify costs by key project milestones and the portion of each milestone completed. Labor hours shall be directly traceable and supported by monthly time sheets, and such documentation shall be made available to the WFRC/WFEDD upon request. Copies of receipts, bills, sub consultant invoices, or other documentation supporting direct charges shall be made available to the WFRC/WFEDD upon request. To avoid imposing undue hardship on CONSULTANT, the WFRC shall pay CONSULTANT for all undisputed accounts, shown on the invoice, within 60 days after receiving the invoice subject to the timeliness of LOCAL GOVERNMENT approval.

10. Records.

CONSULTANT shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible. CONSULTANT shall provide free access to such pertinent portions of books and records to the representatives of the WFRC/WFEDD at all proper times. The WFRC/WFEDD shall have the right to examine and audit the same, and to make transcripts therefrom as necessary and to allow inspection of all work data, documents, proceedings, sub consultant transactions, and activities related to this Agreement for a period of three (3) years from the date of final payment under this Agreement. All accounting records shall readily provide a breakdown of costs charged to this Agreement. Such records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained for a period of three (3) years after receipt of final payment.

11. Products.

This contract is for such time and materials as may be necessary to complete the tasks identified in Attachment B.

12. Disputes.

It is WFRC/WFEDD's desire and intent to resolve any issues arising during the Project through informal means rather than through a formal process. If CONSULTANT and the WFRC/WFEDD Project Manager are unable to satisfactorily resolve an issue, it shall be referred to the WFRC/WFEDD Executive Director for resolution prior to commencing any formal disputes resolution.

The federal Contract Disputes Act of 1978, as amended (41 U.S.C. 7101-7109) will govern all formal disputes. Formal disputes or claims will be submitted in writing to the WFRC/WFEDD Executive Director. All disputes will be adjudicated by WFRC/WFEDD. After exhausting these steps, CONSULTANT may proceed with litigation.

13. Termination of Agreement.

The WFRC/WFEDD shall have the right to terminate this Agreement by giving written notice to CONSULTANT of such termination and specifying the effective date thereof. In the event of termination or upon completion of contractual obligation, all finished documents, data, studies, surveys, drawings, maps, photographs, and records prepared by CONSULTANT shall become the WFRC/WFEDD's property, and CONSULTANT shall be entitled to receive just and equitable compensation for any work completed to WFRC/WFEDD's satisfaction on such documents and other materials, said payment to CONSULTANT or reimbursement to the WFRC/WFEDD (whichever the case may be) shall be based upon the time and expense records required to be kept by CONSULTANT in accordance with paragraph 10 of this Agreement.

14. Law Abiding.

CONSULTANT shall observe and comply with all federal, state and local laws, ordinances or regulations affecting their employees, or those engaged by CONSULTANT on the project for the materials or equipment used or for the conduct of the work, and will procure all necessary licenses, permits and claims arising out of any acts of CONSULTANT occurring during this agency relationship.

15. Trust.

CONSULTANT represents that it has not employed or retained any company or person and that it has not paid, or agreed to pay, any company or person any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from award or making of this Agreement. For breach or violation of this warranty, the WFRC shall have the right to annul this Agreement without liability.

16. Certification Regarding Debarment, Eligibility, Indictments, Convictions or Civil Judgments.

CONSULTANT represents that it or any person associated therewith in the capacity of director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal Funds, except as may be noted, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency, nor has been in the last three years.

17. Certification Regarding Restrictions on Lobbying.

CONSULTANT represents that no appropriated federal funds will be used for activities precluded by Title 31 U.S.C, Section 1352. CONSULTANT hereby certifies compliance with this provision under this Project.

18. Interest of Members of WFRC/WFEDD and Others.

No officer, member or employee of the WFRC/WFEDD and no member of its governing body, and no other public official of the governing body of the locality or localities in which the Project is situated or being carried out who exercised any functions or responsibilities in the review or approval of the undertaking or carrying out of this Project, shall participate in any decision relating to this Agreement which affects his personal interest or have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.

19. Findings Confidential.

No reports, information, data, or other Project materials given to, prepared, or assembled by CONSULTANT shall be made available to any individual or organization by CONSULTANT without the prior written approval of the WFRC/WFEDD, except as required by law or subpoena.

20. Publication, Reproduction and Use of Material.

No reports, maps or other documents produced under this Agreement shall be subject of an application for copyright by or on behalf of CONSULTANT. The WFRC/WFEDD shall have the authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Agreement for this project or for program communications purposes. Original documents and related source files, methodological explanations, drawings, designs, and reports generated by this Agreement shall belong to and be the property of WFRC/WFEDD. All files associated with the completion of the scope must be provided to WFRC/WFEDD upon completion of the scope prior to the payment of the final invoice.

21. Limitation of Rights.

The services to be performed by CONSULTANT are intended solely for the benefit of the WFRC/WFEDD. Nothing contained herein shall confer any rights upon, or create any duties on, the part of CONSULTANT toward any person or persons not a party to this Agreement, including, but not limited to, any contractor, subcontractor, supplier, or the agents, officers, employees, insurers, or sureties of any of them.

22. Hold Harmless.

The CONSULTANT agrees and covenants to hold harmless and indemnify the client from any claims, losses, injury, and expenses proximately caused by the negligent conduct or omissions that constitute a form of tortious behavior on the part of the consultant, its officers, employees, or agents in the

execution of the work performed in accordance with this agreement, or which constitutes a breach of this agreement.

The client agrees and covenants to hold harmless and indemnify the consultant from any claims, losses, injury, and expenses proximately caused by the negligent conduct or omissions that constitute a form of tortious behavior on the part of the client, its officers, employees, or agents in the execution of the work performed in accordance with this agreement, or which constitutes a breach of this agreement.

23. Insurance.

CONSULTANT maintains, at its own expense, workers compensation, professional liability with policy limits of not less than one million dollars (\$1,000,000) per claim and one million dollars (\$1,000,000) in the aggregate, and automobile liability insurance policies with limits at or above that which is reasonably required in the industry for comparable planning studies and will, upon request, furnish certificates of insurance to the WFRC.

24. Independent Contractor.

CONSULTANT shall be an independent contractor in the performance of services herein.

25. Representative of WFRC/WFEDD.

The WFRC/WFEDD's representative in the performance, implementation, and administration of this Contract shall be the member of the WFRC/WFEDD staff designated to act on his behalf of the Executive Director as Project Manager for this Project as identified in paragraph 4 (Project Oversight) above. All direction and official communication regarding scope, budget, and contract with the CONSULTANT from WFRC shall be from such single source.

ATTACHMENT B

Scope of Work and Services

Cottonwood Heights Economic Resiliency Plan
Scope of Work
April 15, 2021

Owner Project Manager

Name	Representing
Michael Johnson, AICP	Cottonwood Heights
Marcia White	WFRC

Michael Johnson, Cottonwood Heights
Marcia White, WFRC

Consultant Team

Role	Name
Principal-in-Charge	Christine Richman, AICP
Project Manager	Annaka Egan, AICP Candidate
Planner/GIS	Paulo Aguilera

Scope

GSBS Consulting (Consultant) will complete an Economic Resiliency Plan for Cottonwood Heights City to include a review of data on economic performance by land use type during the recent COVID-19 pandemic; an analysis of local, regional, and national trends relating to post-pandemic adjustments in shopping, working, and activity habits; and creation of a strategy to position Cottonwood Heights to take advantage of changes in retail, office, hotel, and housing needs through recommendations in the current General Plan Update.

Task 1 – Project Management

1. Develop Project Management Work Plan and Schedule including meetings and milestones
2. Creation and compilation of meeting agendas and minutes to share with the client and General Plan Consulting Team as appropriate
3. Project Manager coordination through bi-weekly phone calls including GSBS, Cottonwood Heights City and WFRC
4. Lead Technical Committee meetings, periodic stakeholder sessions, and Planning Commission, and City Council briefings as needed.

Task 2 – Existing Conditions Analysis

1. Prior Work Review and Analysis to include the review of the recently completed COVID-19 Business Impacts Study.
2. Identification of key stakeholder for interview including:
 1. Up to 5 business owners of business types with pandemic-related increased sales performance based on local and national data
 2. Up to 5 business owners of business types with pandemic-related decreased sales performance based on local and national data

Task 3 – Future Performance Expectations

1. Complete an analysis of local, regional, national, and international data, analysis and information relating to expected impact of the pandemic on future business practices and needs to include:
 3. Office demand
 4. Retail demand and type
 5. Home-based business impacts
 6. Transportation & connectivity impacts
 7. Open and community space impacts
2. Provide a summary report of current expectations and best practices for future performance including but not limited to:
 8. Office square footage demand per employee
 9. Retail performance by category and retail center type
 10. Communications infrastructure needs
 11. Transportation and connectivity needs including curb management
 12. Parks, trails, and community space needs

Task 4 – Cottonwood Heights Policy and Land Use Regulation Review

1. Complete a review of current development and business operations policies and regulations to identify possible revisions and changes to implement post-pandemic best practices.
2. Coordinate with the General Plan Consulting Team to include identified changes in the goals and strategies of the General Plan update

Task 5 – Deliverable

1. A draft Economic Resiliency Report to include
 13. Executive Summary appropriate for inclusion in the General Plan Update and use in discussions with stakeholders
 14. Anticipated long-term impact of economic structural and business operations needs resulting from the COVID-19 pandemic by
 1. Business type
 2. Land use type
 3. Area of the City
 3. Best practices for post-pandemic economic performance. Including but not limited to
 4. Communication
 4. Identification of policy and regulatory barriers to implementing post-pandemic best practices in Cottonwood Heights
 15. Creation of an implementation strategy that identifies policy and regulatory changes to address shifting economic trends and business practices including:
 1. Land use designations
 2. Zoning code requirements
 3. Business licensing regulations
 4. Others as identified in the analysis
6. Review by the Project Team and one comprehensive revision of the draft document prior to submittal to the Planning Commission and City Council.

2. A final Economic Resiliency Report incorporating changes as identified by the Project Management team, Planning Commission and City Council. including the following necessary to communicate the recommended plan and implementation strategy:
3. All electronic materials developed during the planning process including but not limited to:
 1. GIS layers
 2. Illustrations as needed
 3. Analysis

Contractual Project Period:
 June 1, 2021 through May 31, 2022.
 Not-to-Exceed Hourly Fee:

Phase	Task	Estimated Hours	Estimated Fee
1	Project Management	16	\$1,610
	PM Meetings		
	GP Team Coordination		
2	Research & Analysis	38	\$6,521
	Business Impacts Analysis		
	Best Practices Report		
	Policy & Regulatory Review		
3	Stakeholder Interviews	20	\$3,220
4	Planning Commission & City Council briefings	4	\$725
5	Report	37	\$4,025
Total		115	\$16,100

ATTACHMENT C

Budget and Responsibilities

Budget

Fees for the above services are a lump sum of \$16,100.

The contributions for the project to the CONSULTANT are as follows, but funds will be distributed through WFRC/WFEDD:

EDA CARES Act Grant: \$14,100.

Combined Local Governments: \$2,000.

- (1) Completion: All work shall begin within seven (7) days of the notice to proceed and shall be completed by May 31, 2022.
- (2) Project / Contract Period: The project / contract will terminate on May 31, 2022 unless otherwise extended or canceled in accordance with the terms and conditions of this contract. If additional time is required beyond the project completion date, the WASATCH FRONT REGIONAL COUNCIL/WASATCH FRONT ECONOMIC DEVELOPMENT DISTRICT will prepare a "Contract Modification" at their reasonable discretion that will include remaining schedule and deliverables to completion for approval by the CONSULTANT.
- (3) Should additional services be required beyond this scope, CONSULTANT will provide them on a time and materials basis as approved and funded by the requesting local government. This will all be requested and agreed to outside the scope of this contract.

Responsibilities

- (1) Certification of Insurance: The CONSULTANT must file a current Certification of Insurance to WFRC/WFEDD prior to beginning work.

ATTACHMENT D

Local Government Understanding and Agreement

Local Government Information

Local Government: Cottonwood Heights, UT

Contact Address: 2277 Bengal Blvd, Cottonwood Heights, UT 84121

Contact Email: mjohnson@ch.utah.gov

The LOCAL GOVERNMENT has reviewed the consultant's qualifications, scope of work, schedule, budget, and deliverables and agrees with such.

Further, the LOCAL GOVERNMENT is committed to working with both the CONSULTANT and the WFRC/WFEDD to make this effort a success.

Further, the LOCAL GOVERNMENT will provide all needed support and assistance as outlined in the scope of work.

Further, the LOCAL GOVERNMENT will provide post-project updates to WFRC/WFEDD regarding project related developments at major milestones or as requested by WFRC/WFEDD.

A LOCAL GOVERNMENT representative, listed above or otherwise modified in writing, will manage the project with support and assistance from WFRC/WFEDD and will provide periodic updates of the project's progress to the LOCAL GOVERNMENT governing body, appointed boards or commissions, and interested LOCAL GOVERNMENT stakeholders.

WFRC/WFEDD will compensate the consultant pursuant to the terms of the Agreement, with review and consultation from the LOCAL GOVERNMENT.

Finally, it is understood that the governing body of the LOCAL GOVERNMENT will in earnest consider the final products for formal adoption.

9/7/2021

Date



Michael J. Peterson
Mayor

Attest:

Paula McLane
Recorder